to the contract, and the absence of the usual stipulation against suicide might be some evidence of the existence of such an intention. By deciding that it is not, and that a provision against suicide will be implied, the court has determined the question in any case where the policy is silent upon the subject. But suppose that a provision were inserted in the policy that the risk was intended to extend to the event of self-destruction, then the question would assume a broader phase, and the courts would be called upon to decide whether the law would lend its sanction to the enforcement of such a contract, or whether it would not refuse to interfere on the ground that it is against public policy that any man should thus reap profit by his own wrong. It is submitted that the latter proposition might be made the basis of a decision against recovery in such a case, and that it would be equally applicable in the case under discussion. The English decisions seem to justify the adoption of such a rule.

In the case of *Amicable Society* v. *Ballard*, 25 Beav. 599, it was held that the assignees of one executed for forgery could not recover on a policy of insurance in his name, inasmuch as he had brought about the event insured against by his own felony; and it was there said that an express term in the contract insuring against death under such circumstances would have been unenforceable. In *Horn* v. *Anglo-Australian Ins. Co.*, 30 L. J. (N. S.) Ch. 510, Lord Hatherley cited this case and was of opinion, *obiter dictum*, that the same principles of public policy would apply to a case of felonious death by suicide. The opposition of public policy to the vesting of a right or conferring of a benefit by a felony has been carried beyond the party committing the felony in a late case in the Irish Court of Appeal, and it was held that a third person could not assert a right in law if its vesting was dependent upon the felony of another; *Agnew* v. *Belfast Banking Co.*, [1896] 2 I. R. It was there decided that a *donatio mortis causa* was not valid which was made in contemplation of death by suicide; that on principle a gift is void which is to take effect upon the commission of a felony by the giver. This rule seems to be sound, and if consistently applied would not only cover the cases of suicide already considered, where the estate of the insured attempts to recover on a policy, but would invalidate all recovery by others who were originally made the beneficiaries in the policy or acquired title to it by assignment from the insured. The felony of the latter would not be allowed to be the occasion of vesting any rights whatsoever, either by his own representatives or by third persons.

BOOK REVIEWS.

THE FRENCH LAW OF MARRIAGE, MARRIAGE CONTRACTS AND DIVORCE, AND THE CONFLICT OF LAW ARISING THEREFROM; BEING A SECOND EDITION OF "KELLY'S FRENCH LAW OF

MARRIAGE." Revised and Enlarged by OLIVER E. BODINGTON. London: Stevens & Sons, Limited. 1895.

There are two classes of readers to whom this little volume will naturally appeal: the one includes those who are in contemplation of marriage with a Frenchman, or, indeed, with a citizen of any continental country; and, on the other, every student of law who is interested in the comparative study of legal systems.

To the first class, the questions raised in this book are of first importance. Probably most people who take even a remote interest in international marriages are aware of the existence of certain impediments in the French law, but probably very few have any exact knowledge of the extent of the provisions of the French code. The important provisions are of a two-fold nature, viz., those relating to the performance of the marriage ceremony itself, and those relating to the property interests of the husband and wife after marriage. The usual evidence of a close logical analysis is found in the further subdivisions of the conditions of marriage, which are divided as follows: (1) Those that relate to the capacity of the parties, subdivided into (a) essential and (b) simply prohibitive; and, (2) those that relate to the formalities of the ceremony, which again are subdivided into (a) essential and (b) non-essential. The essential condition relating to the capacity of the parties, which deserves special mention, is that of consent of the parents or ascendants where the parties are under the age of twenty-five years; indeed, this may be regarded as the key-note of the entire French theory of marriage, for this paternal authority in a matter which, to one of Anglo-Saxon blood, seems most unnatural and excessive, is compensated by the indefeasible right of inheritance which the child possesses in his parents' estate, and the respective parties under this system of checks and balances occupy a relation not unlike that which is brought to our mind by the *patria potestas* of the Roman law. Still less in consonance with Anglo-Saxon notions is the idea that a man or woman of full age should be controlled in the choice of a spouse by the will of parents—and even of grand-parents; and the most striking illustration of the non-essential conditions, *i. e.*, the "respectful acts" which such person about to marry is obliged to serve upon his or her nearest ancestors, would probably be termed by most Americans "disrespectful acts," in view of the fact that the parties, after such service, are legally competent to proceed with the marriage in spite of any opposition on the part of the parties served.

Turning for a moment to the conditions relating to the ceremony itself, we note among the essential conditions, particularly, the celebration by the Mayor and the production to him of all the certificates of compliance with the requirements with reference to the capacity of the parties, and among the non-essential conditions, the publications required for a few weeks for the purpose of giving notice to any interested parties and the "oppositions"

which may be filed by such interested parties in case their rights have not been respected.

So far as their marriage laws affect their own citizens, Frenchmen may properly point to the long centuries of precedent for their own and analogous systems as a sufficient justification; but so far as they affect foreigners who are either temporary residents of France, or who, in their own countries, are marrying Frenchmen, the numerous hardships recorded in the French and English courts show clearly that the restrictions are too severe for ignorant persons brought unconsciously within the operation of the law, and we are not therefore surprised to find a further series of provisions in the code which, as interpreted by the courts, have given to those who in good faith contract marriages not in accordance with legal requirements, the advantages of a putative marriage. And yet while this remedy may seem entirely adequate to French notions, we imagine that many an English family has bitterly regarded the provisions by which a scheming French adventurer has been freed from his matrimonial bondage by the French courts, even upon entirely honorable terms, to his deserted English wife; and if this is true when the action to annul the marriage is brought by the husband himself, or by a public officer thereunto authorized, it is a thousand times more true when the action is brought by a presumptuous and mischief-making French parent, whose only objection to the marriage may be that he believes he has not received in the matter the respect due to his position.

It is characteristic, too, of French notions that there should be three or four distinct systems under which a husband and wife may hold property, so that the creditor of either is obliged to look to the records to determine what proportion of the joint assets is, in accordance with the ante-nuptial agreement, to be subject to the debts of either; any such inquiry, or, indeed, any such ante-nuptial agreement by which a sentimental idea of marriage is made entirely subordinate to the practical business considerations thereof, is entirely foreign to our ideas of propriety. We may make ante-nuptial agreements of this kind, though as matter of fact we do not often make them; but if we do, we see to it that they are not published abroad, and even under our present statutes, giving the widest property privileges to married women, we insist that the husband shall remain the head of the family and shall be primarily responsible for the family debts.

It is gratifying to observe in turning for a moment to the final chapter on Divorce that, however ineffectual in practice, the French law requires that the judge to whom the application is made shall devote his first efforts to reconciling the husband and wife. This provision is an indication of a real delicacy of feeling with respect to one of the most perplexing forms of litigation, as is also the further requirement, which we should do well to imitate, that all such proceedings shall be conducted privately and without any but the most formal newspaper reports.

The author closes his book proper with a short chapter entitled "A Critical Comparison of the French Law with Our Own." His rather unusual position as an American lawyer, practicing in Paris, has enabled him to take an impartial view of this question, and his comparison, if brief, at least seems to cover the most important points of difference quite suggestively. Probably, however, the American lawyer will not follow him in his preference of codification in general with which the chapter concludes; we are not certain that a volume which contains so many conflicting decisions of the French courts and which presents in a small space an unusually complicated set of cases in the domain of private international law, is the best basis upon which to found an argument in favor of a code.

The latter half of the book is devoted to a citation, verbatim, of the more important provisions of the French civil code in French and English in parallel columns, and the volume concludes with a few forms of certificates, which would doubtless prove useful to the practitioner under the French law.

Reynolds D. Brown.

A TREATISE ON THE LAW OF DIVORCE AND ANNULMENT OF MARRIAGE, INCLUDING THE ADJUSTMENT OF PROPERTY RIGHTS UPON DIVORCE, THE PROCEDURE IN SUITS FOR DIVORCE, AND THE VALIDITY AND EXTRA-TERRITORIAL EFFECT OF DECREES OF DIVORCE. By WILLIAM T. NELSON, of the Omaha Bar. Two Volumes. Chicago: Callaghan & Co. 1895.

The rapid increase in the number of applications for divorce, and the dangerous facility with which the dissolution of the marriage tie can be effected in many jurisdictions, renders this subject one of great and evergrowing interest from every point of view. In its legal aspect alone, the fact of divorce gives rise to a number of collateral questions, which frequently involve property rights of great value; and as the decisions of the different courts on these questions are by no means uniform or consistent, (rather, are often irreconciliable on any known principle,) there is an imperative demand for a clear and concise statement of the law governing them, as deduced from fixed principles, and of the errors into which judges have at times fallen, by disregarding the principles which should have been applied. This has been frequently attempted by authors whose works on this subject have been long and favorably known; but there are many matters still in doubt, to the final determination of which the author of this work has addressed himself with a degree of success which, though perhaps not quite equal to his desire, has at least given a lasting value to the fruit of his labor.

At the beginning of his work Mr. Nelson casts off the moorings with which others have vainly endeavored to bind the modern law of divorce *a vinculo* to the old ecclesiastical doctrines of divorce by